



## **LEGAL NOTICE**

### **INVITATION TO SUBMIT QUOTATIONS**

The Town of Smyrna will accept quotations on the renovations to the front lobby area at Town Hall. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than 10:00 a.m. March 15, 2018 at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or [www.townofsmyrna.org](http://www.townofsmyrna.org). Quotations should be mailed or hand delivered to:

Rex S. Gaither  
Smyrna Town Hall  
**Sealed Bid on Lobby Renovations**  
**March 15 @ 10:00 a.m.**  
315 South Lowry Street  
Smyrna, TN 37167

Verbal quotations, faxed quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

SUBMITTED BY: REX S. GAITHER  
FINANCE DIRECTOR

TO BE RUN: March 1, 2018

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## **SECTION I - GENERAL INFORMATION**

- A. The Town of Smyrna requests quotations for furniture and improvements to the front lobby and Council Chambers inside Town Hall. Drawings and a Price Quotation Sheet are included for your use.

Smyrna Town Hall location:  
315 South Lowry Street  
Smyrna, TN 37167

Questions should be directed to Tom Rose 615-459-9742 ext. 2163 or E-mail:  
[tom.rose@townofsmyrna.org](mailto:tom.rose@townofsmyrna.org).

- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. Section III and IV shall be completed and included as an integral part of each bidders proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- I. Bid quotations must be submitted on the Town's quotation page(s). No exceptions.
- J. By submission of this bid, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act.  
[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)

## **SECTION II – PROJECT REQUIREMENTS**

**Scope:** The vendor shall provide all labor, materials, and equipment necessary for the renovation project. This work shall consist of construction and setting up a new desk and brochure rack with countertops in the lobby area (as shown in the plans), countertops in the Treasury Department area, and new chairs for the Council Chambers. All work projects shall be completed under the direction of the Public Works Director. Preferred brands and colors are listed in Section III. Any exception to specific brands and designated colors must be approved prior to bid opening by Tom Rose. No substitutions will be allowed for furniture or countertops.

1. The work will be scheduled as specified by the Town.
2. Working hours will be from 7:00 a.m. until 5:00 p.m. Monday through Friday. Work on Saturday may be allowed from 9:00 a.m. to 5:00 p.m. with prior approval from the Public Works Director. No work will be allowed on Sunday unless it has been classified as an emergency situation.
3. Work must be completed before May 30, 2018.
4. Individual work orders and schedules will be established for each project.
5. All materials and supplies must be on site prior to start of project.
6. Once a contract has been issued all documents from that point forward will be sent to the attention of Mr. Tom Rose, Public Works Director.
7. Bidders must satisfy themselves of the quantities for the work covered by the bid by examination of the site prior to the bid opening. It is the responsibility of the vendor/subcontractors for measuring the areas of property prior to submitting the bid. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or of the nature of the work to be done.
8. Error in Bid – In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
9. Inspection - Final inspection and acceptance or rejection will be made at a delivery destination, but all materials and all workmanship shall be subject to inspection and test at all times and places, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the vendor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as practicable, but impose no liability on the Town of Smyrna or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the vendor from liability for use of materials or construction standards as are not in accordance with the specifications or industry practices. In the event necessity requires the use of materials or supplies not conforming to the specifications, payment therefore may be made at a proper reduction price.
10. Specifications - it is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the vendor.
11. Vendor must submit proof of insurance with bid.

## **INSURANCE REQUIREMENTS**

The Vendor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

#### **2. Commercial General Liability**

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired, borrowed and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Vendor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. General Liability and Automobile Liability Coverages**

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the vendor.
- b. The Vendor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Vendor's insurance.

#### **2. Workers Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Vendor for the Town of Smyrna.

#### **3. All Coverages**

- a. Coverage shall not be canceled, suspended, or voided by either party (the Vendor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Vendor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Vendor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- d. Replacement certificates, policies or endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- e. Any failure of the Vendor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

#### **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. Insurance shall be underwritten by insurers with an A.M. Best Company ratings no less than an A.

#### **E. VERIFICATION OF COVERAGE**

The Vendor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.**

Upon failure of the Vendor to furnish, deliver and maintain such insurance as requested, this contract, at the election of the Town, may be suspended, discontinued or terminated. Failure of the Vendor to purchase and/or maintain any required insurance shall not relieve the Vendor from any liability or indemnification under the contract.

The Certificate of Insurance naming the "Town of Smyrna" as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna  
Department of Safety & Risk Management  
ATTN: Kay Charles  
315 S Lowry St  
Smyrna, TN 37167

It can also be submitted electronically to [kay.charles@townofsmyrna.org](mailto:kay.charles@townofsmyrna.org).

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

#### **F. SUBCONTRACTORS**

Vendor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS' COMPENSATION INDEMNITY**

In the event Vendor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Vendor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Vendor, its owners, agents and employees. The parties further agree that Vendor is a wholly independent vendor and is exclusively responsible for its employees, owners, and agents. Vendor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

#### **HOLD HARMLESS AND INDEMNITY REQUIREMENT:**

Vendor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Vendor and persons employed by or utilized by the Vendor in Vendor's performance of this Agreement.

The vendor further agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees and volunteers while working in the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of their defense, arising in favor of the vendor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts of omissions of the vendor and/or its agents, employees, subcontractors, representative of the Town under this agreement.

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any

failure, regardless of any language in any attachment or other document that the Vendor may provide.

**APPLICABLE LAW:**

Any contract resulting from this ISQ shall be governed by and construed under the laws of the State of Tennessee.



**SECTION III - PRICE QUOTATION**

Unit price bids as indicated on the following bid form sheet shall include all labor, material, and appurtenances to complete the work. Bid prices will remain valid for all areas, regardless of quantities to be installed at the particular site and at all times within the contract period. A contractor / vendor can bid on either Part A or Part B or both Part A and Part B indicated below:

**Part A**

PRODUCT NO.	DESCRIPTION	NOTES	UNIT	QUANTITY	UNIT COST	TOTAL COST
S-507ST	S-507 ST. TIMOTHY SWIVEL TILT CHAIR W/PEWTER NAILHEAD TRIM, EBONY WOOD BASE	FABRIC TO BE MOMENTUM CANTER - TWILIGHT; EXECUTIVE CHAIRS IN CHAMBER ROOM	EACH	10		
LX6033S	LUX (60"w x 33"d x 33"h) 2 SEAT SOFA; STD 2 ARMS, STD WOOD FRAME, TAPERED WOOD BLACK ON MAPLE LEGS, FULLY UPHOLSTERED	FABRIC TO BE MOMENTUM CANTER - TWILIGHT; SOFA IN LOBBY	EACH	1		
LX2226SC	LUX (22"w x 26.5"d x 35"h) SIDE CHAIR ; ARMLESS, STD WOOD FRAME, TAPERED WOOD BLACK ON MAPLE LEGS, FULLY UPHOLSTERED	FABRIC TO BE MOMENTUM CANTER - TWILIGHT; CHAIRS IN LOBBY	EACH	2		
6901	SIDERO, SIDE CHAIR, ARMLESS, STD 4 LEGGED BASE, STACK 5 HIGH ON FLOOR, BLACK PROLYPROPOLENE FOOT	FABRIC TO BE MAHARAM 466014 - 026 ADMIRAL; SIDE CHAIRS IN CHAMBER ROOM	EACH	70		
2739	GRAPHIC, MEDIUM BACK, POSTURE BACK, FULLY YPHOLSTERED, STD. ADJUSTABLE HEIGHT ARMS, STD MOLDED BLACK BASE & WHEELS	FABRIC TO BE MORBERN - ALLANTE - COLOR:AL-870 - MEDIUM GREY; RECEPTION DESK TASK CHAIRS	EACH	3		
USACWH4815	ROCKWELL UNSCRIPTED 48" CREDENZA W/WIRE BASE (48" w x 15"d); BRIGHT WHITE LAMINATE	CREDENZA IN LOBBY	EACH	1		
	<b>TOTAL FURNITURE COST</b>					

**Part B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Lobby Desk (See Plans) (PPG PAINT 1002-1 "SILVER FEATHER" Semi-Gloss)	EACH	1		
2	Lobby Desk Countertop (See Plans) – Solid Surface (LIVING STONE – COLOR: MONSOON)	EACH	1		
3	Brochure Rack (See Plans) (PPG PAINT 1002-1 "SILVER FEATHER" Semi-Gloss)	EACH	1		
4	Brochure Rack Countertop (See Plans) – Solid Surface (LIVING STONE – COLOR: MONSOON)	EACH	1		
5	Treasury Desks Countertop – Solid Surface (LIVING STONE – COLOR: MONSOON)	EACH	1		
	<b>TOTAL CABINETS &amp; TOPS COST</b>				

ESTIMATED COMPLETION DATE AFTER ARO \_\_\_\_\_

Disclose warranty information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of **Lobby Renovations.**

**WHEREAS**, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the “ISQ”), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the “Quotation”); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the “Bid Documents”); and

**WHEREAS**, the Town now desires to accept the Bidder’s quotation, in accordance with the terms set forth in such Bid Documents.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder’s quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

7. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date set forth above.

**BIDDER:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TOWN OF SMYRNA, TENNESSEE

By: \_\_\_\_\_

Name: Mary Esther Reed

Title: Mayor

ATTEST:

\_\_\_\_\_  
Dianne Waldron, Town Clerk

**SECTION IV - SPECIFICATION COMPLIANCE**

Unless otherwise noted, all quotations for the lobby renovations shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this ISQ. Bidders should provide complete detail of exceptions or deviations.

<u>Proposal Exceptions</u>	
Section	Brief Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the ISQ not noted above. The undersigned hereby declares that no person or party other than the undersigned has any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

\_\_\_\_\_  
COMPANY

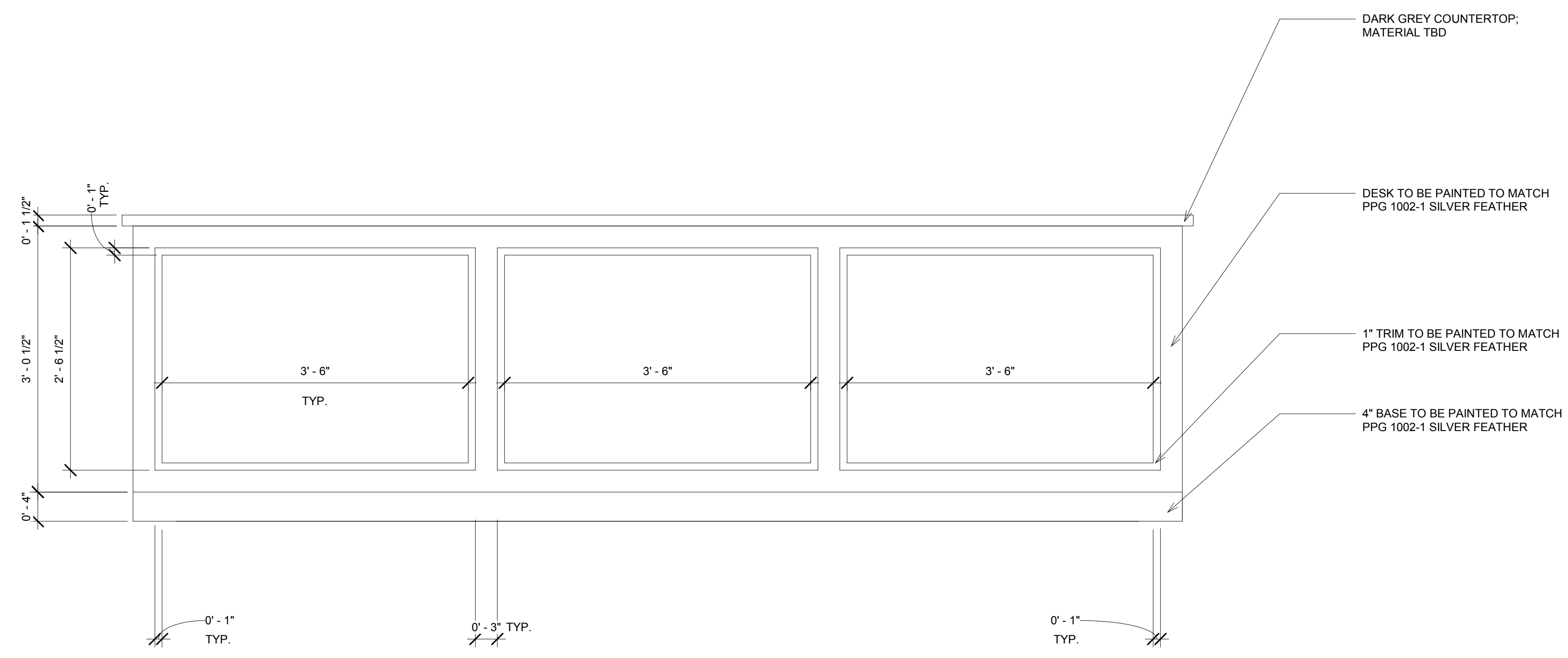
\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
REPRESENTATIVE NAME & TITLE

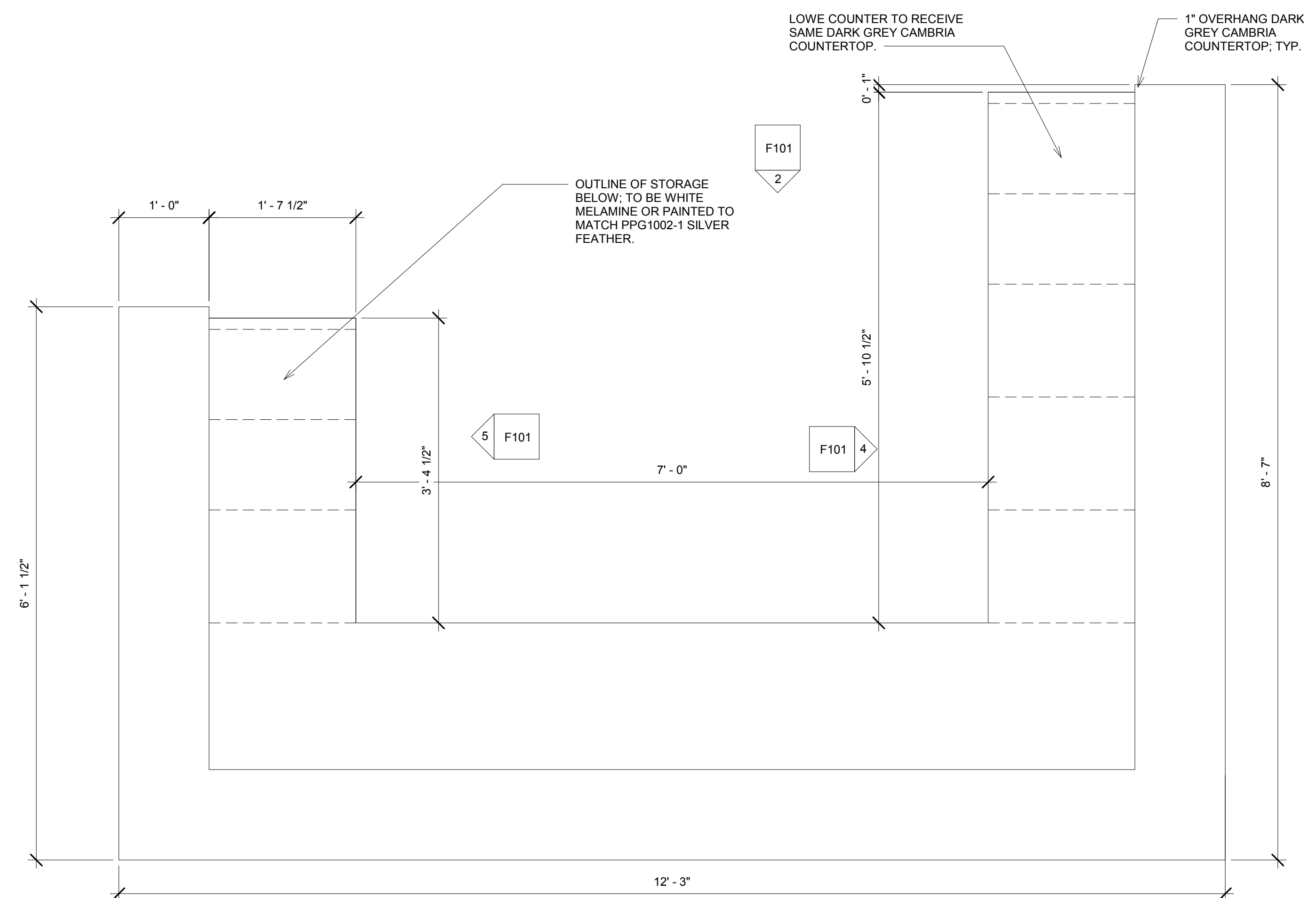
\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
SIGNATURE

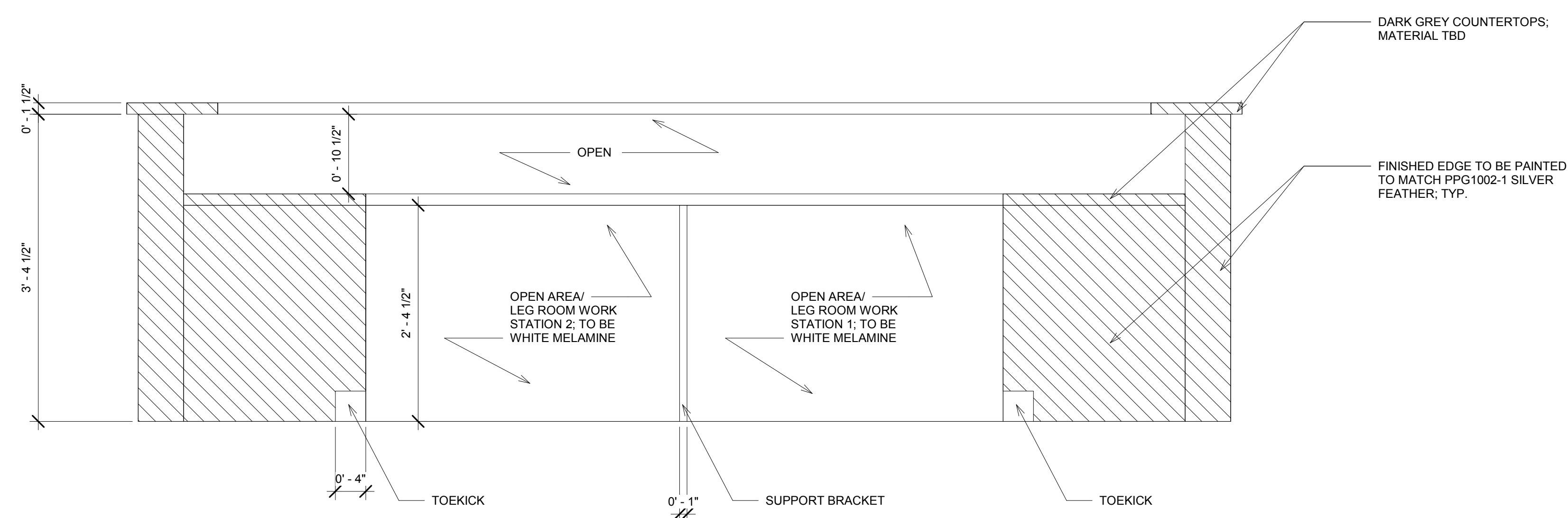
\_\_\_\_\_  
E-MAIL ADDRESS



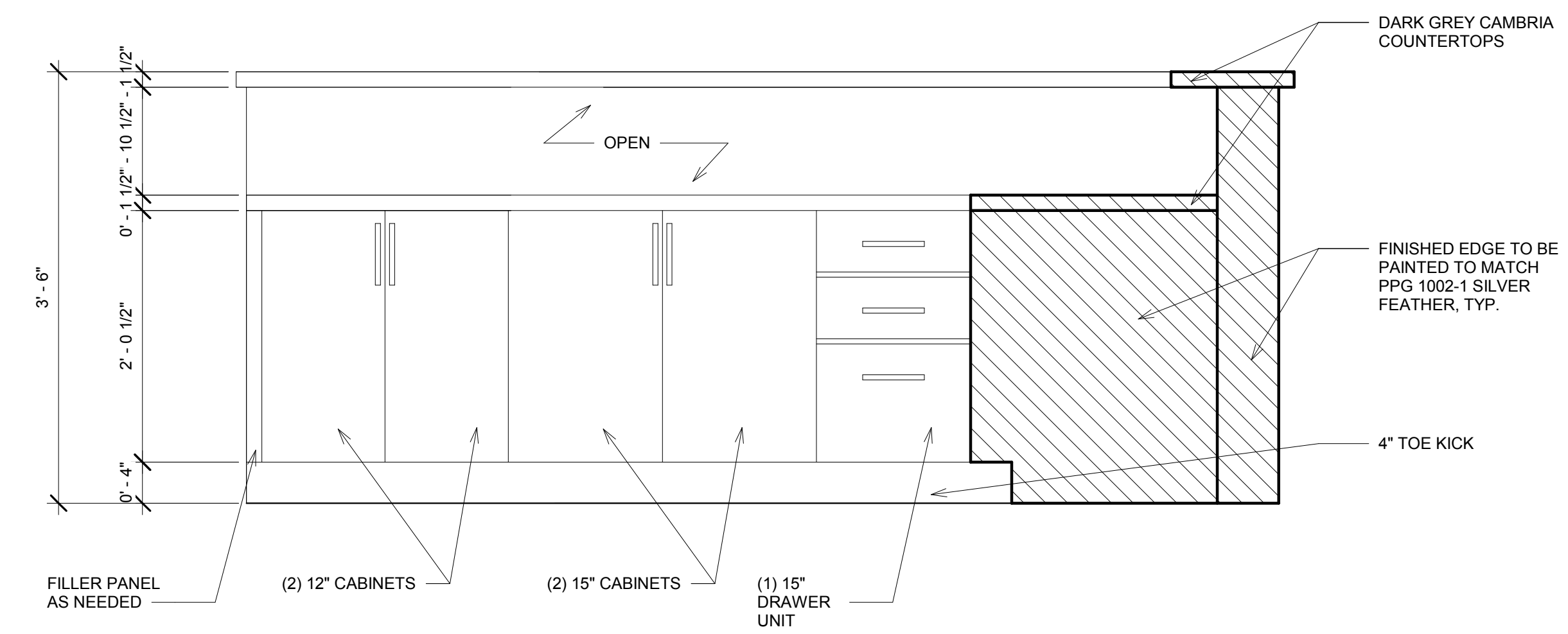
1 DESK VIEW FRONT  
1" = 1'-0"



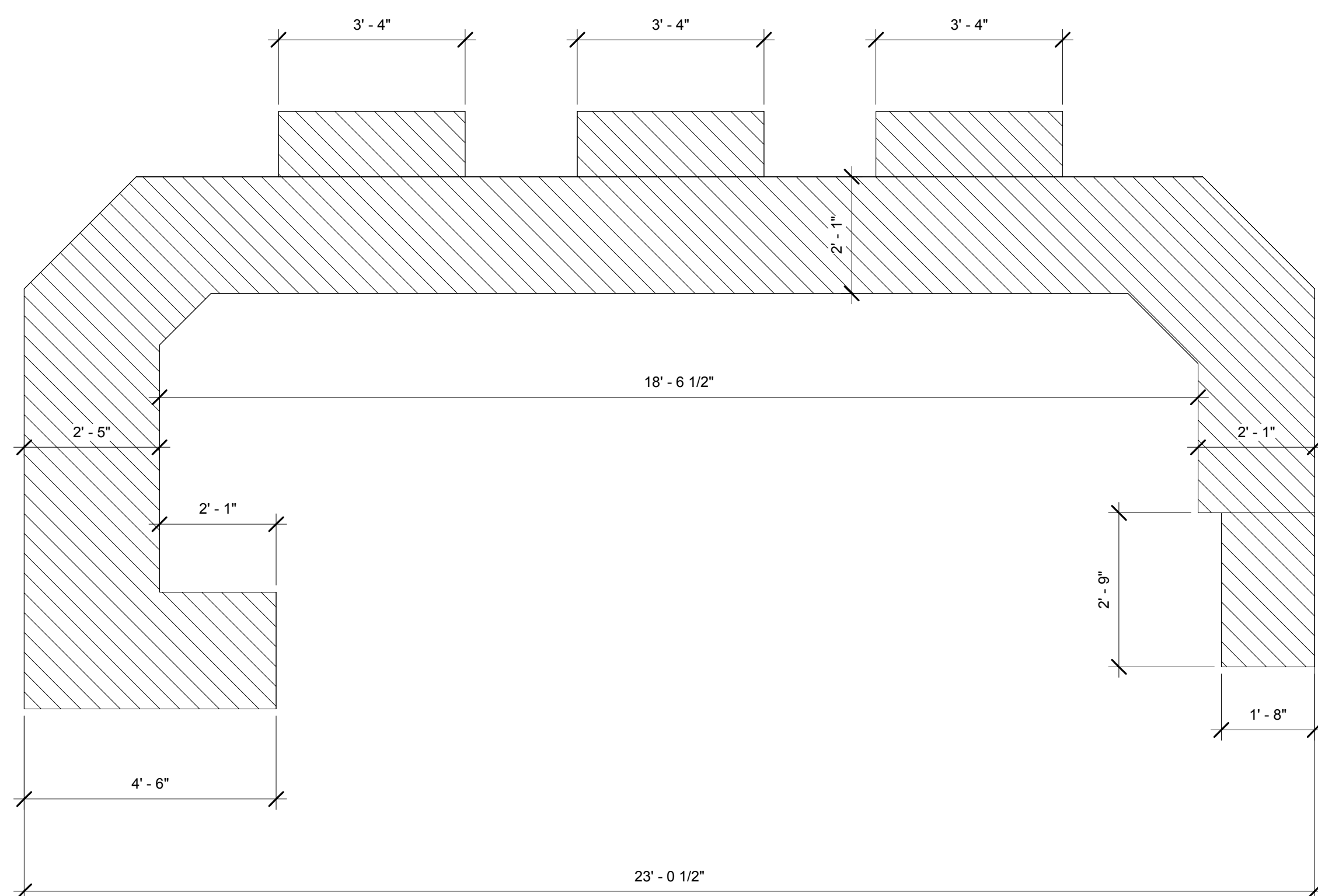
3 RECEPTION DESK PLAN VIEW  
1" = 1'-0"



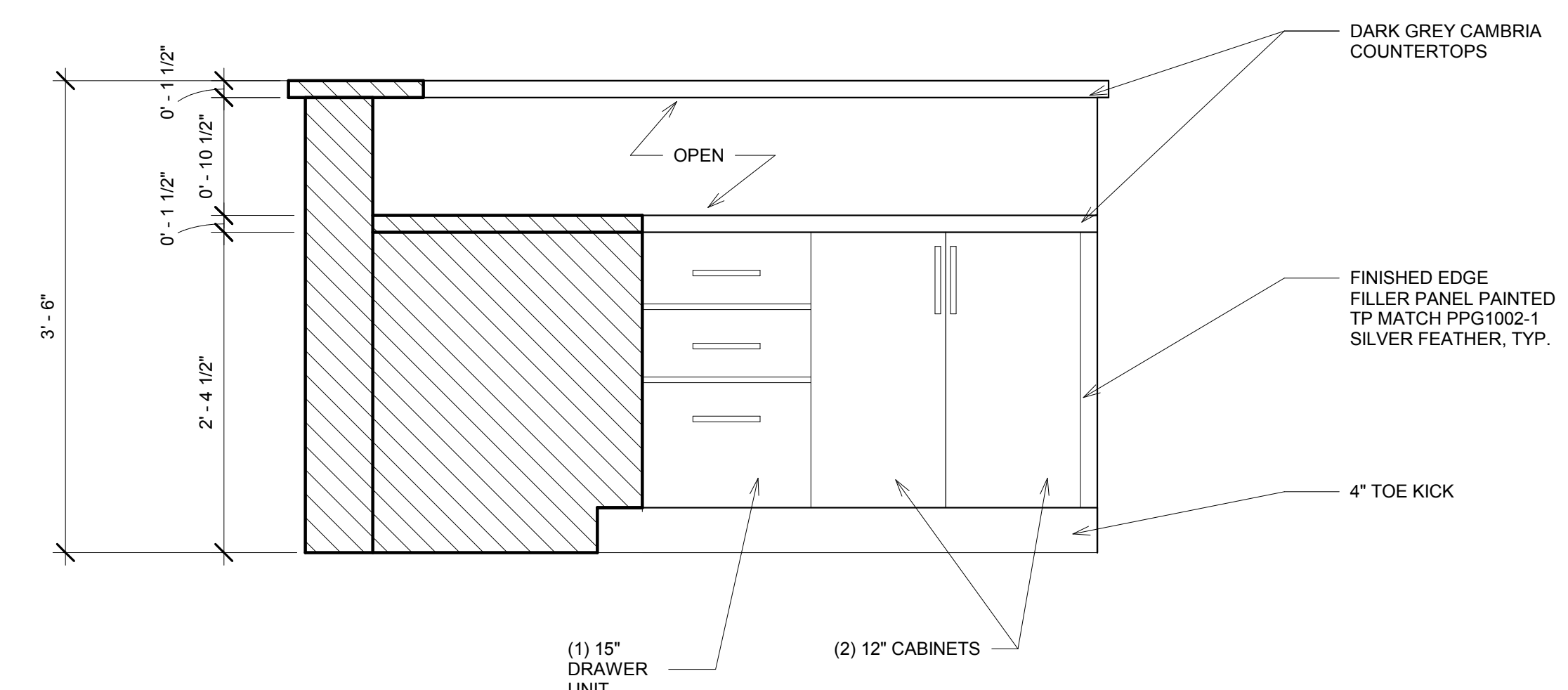
2 DESK VIEW BACK  
1" = 1'-0"



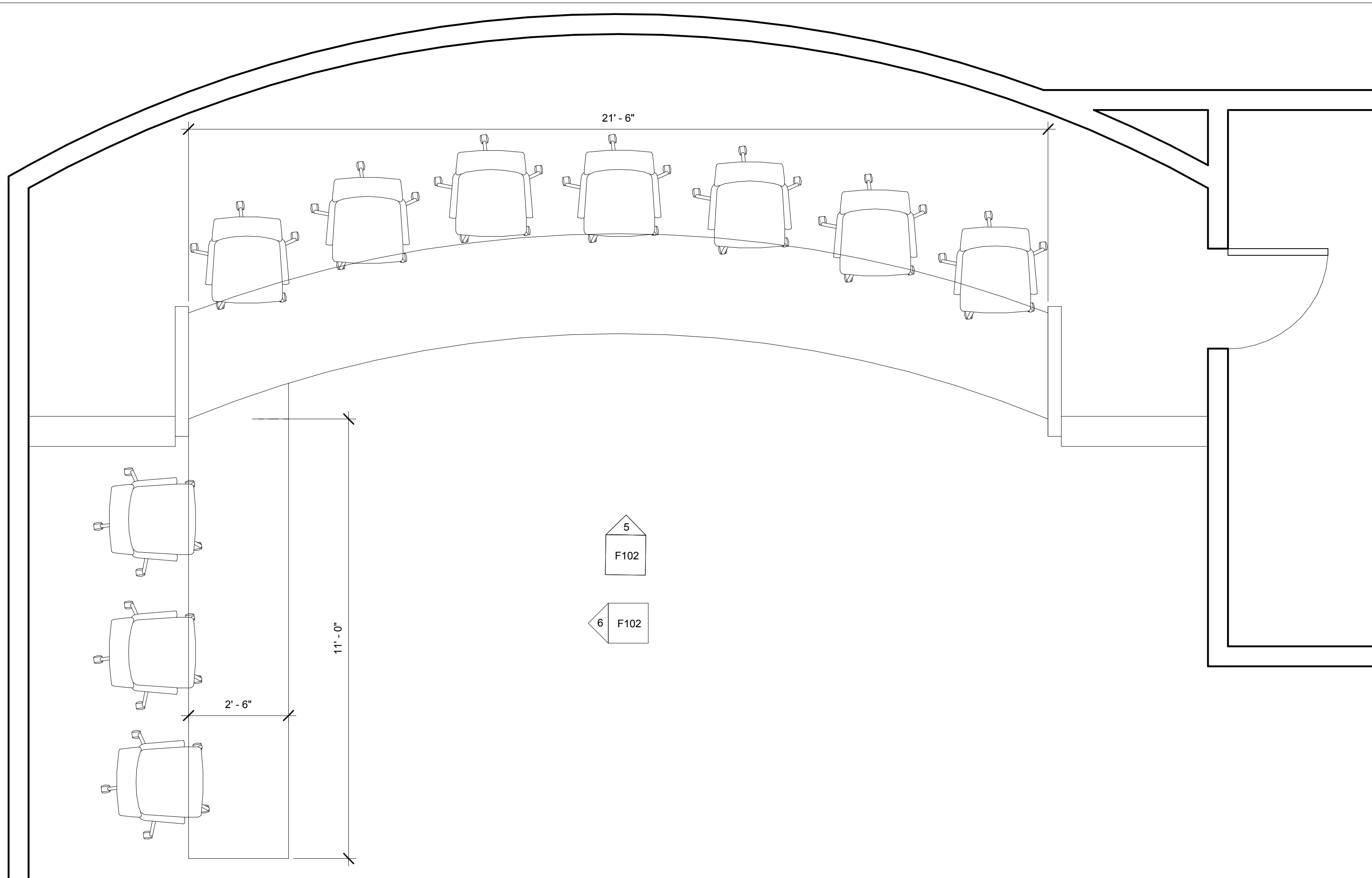
4 DESK SIDE VIEW A  
1" = 1'-0"



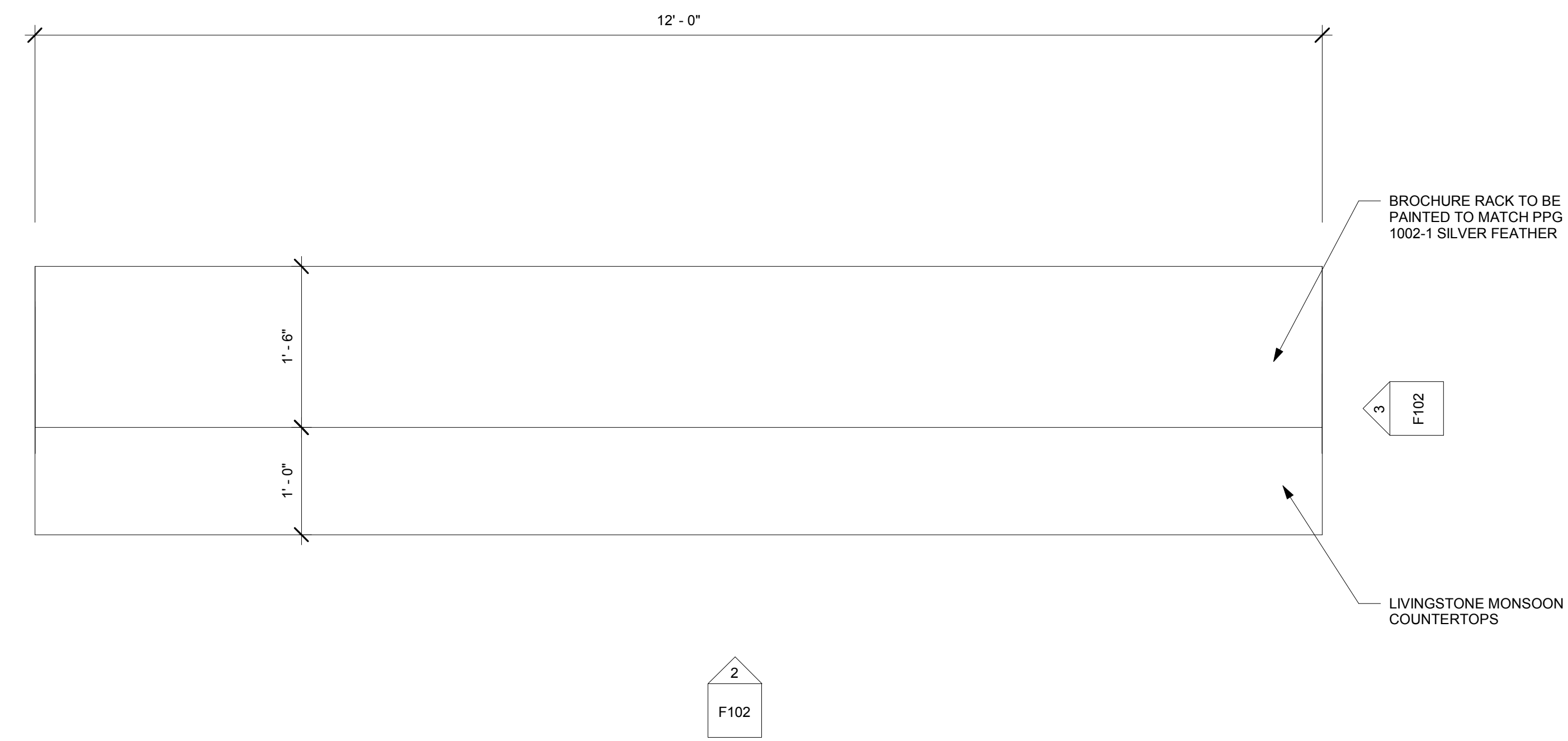
6 CASHIER COUNTERTOPS  
1/2" = 1'-0"



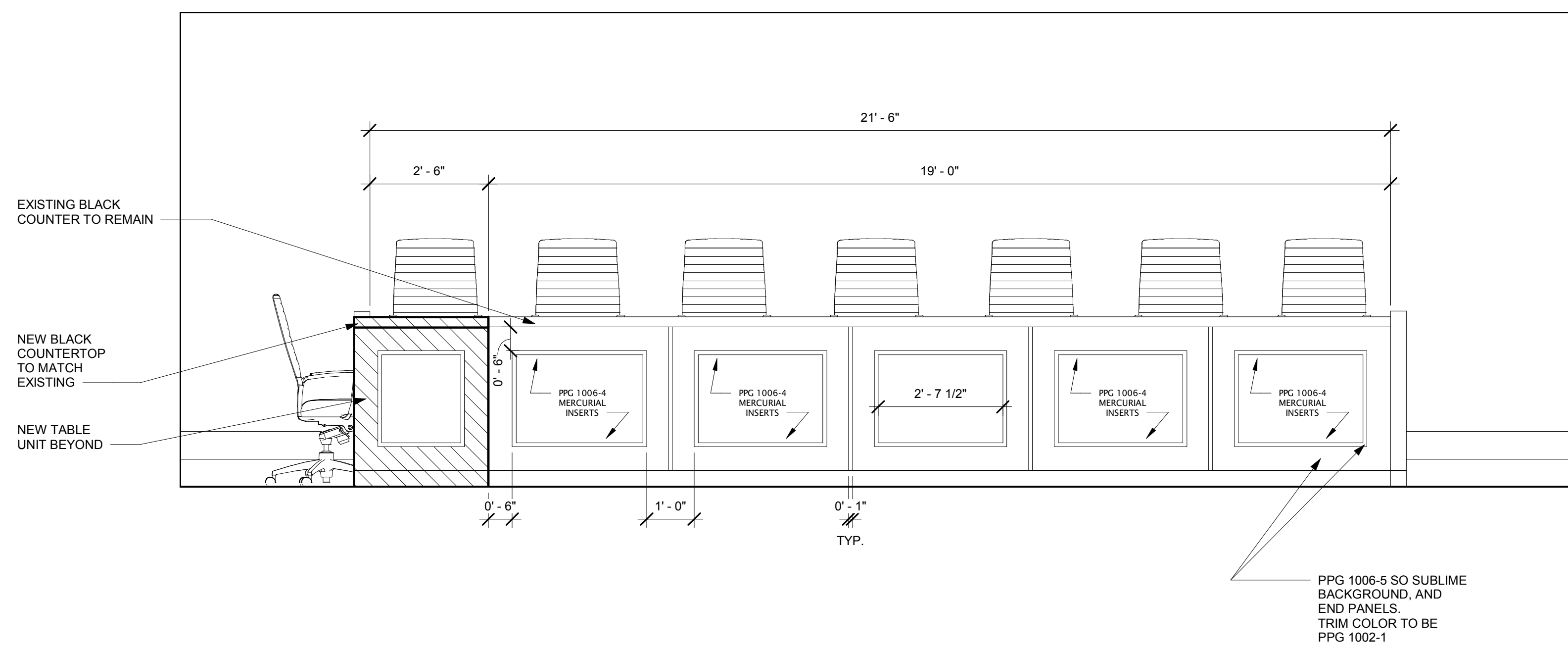
5 DESK SIDE VIEW B  
1" = 1'-0"



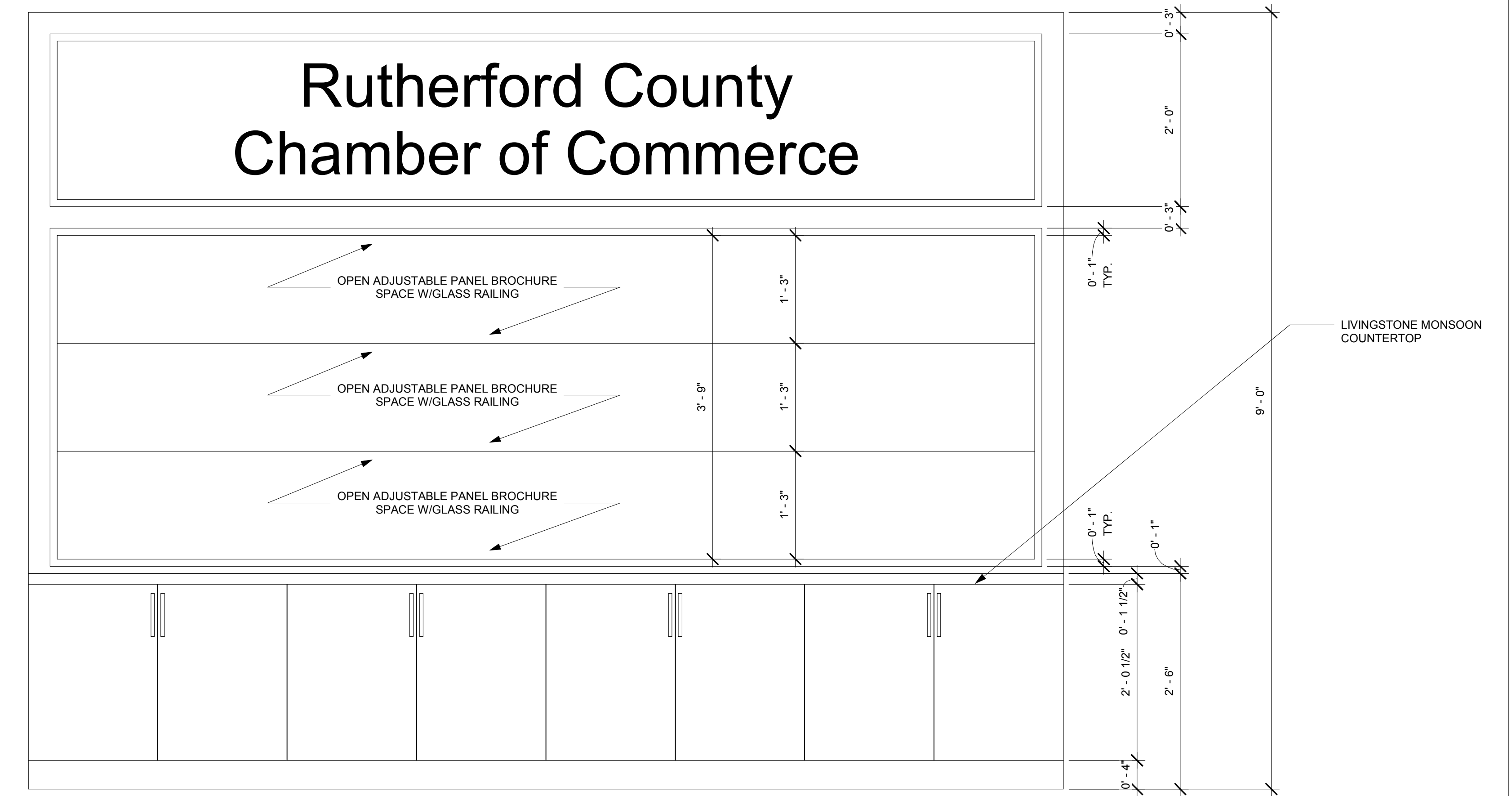
④ CHAMBER ROOM DESK PLAN  
1/2" = 1'-0"



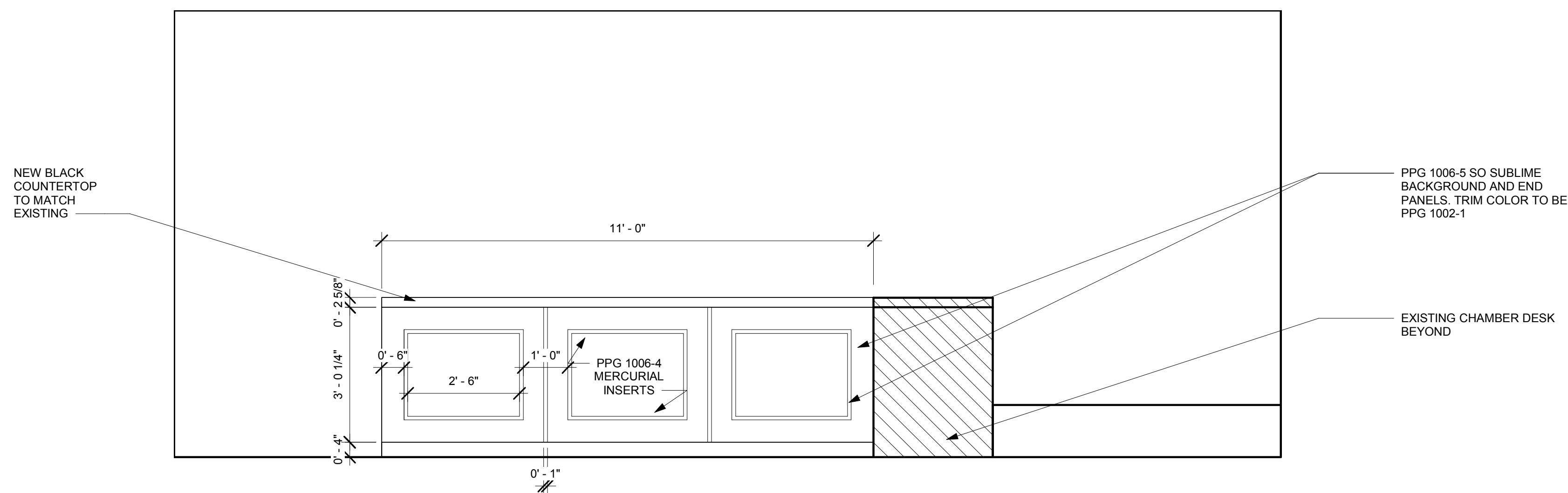
① HUTCH PLAN VIEW  
1" = 1'-0"



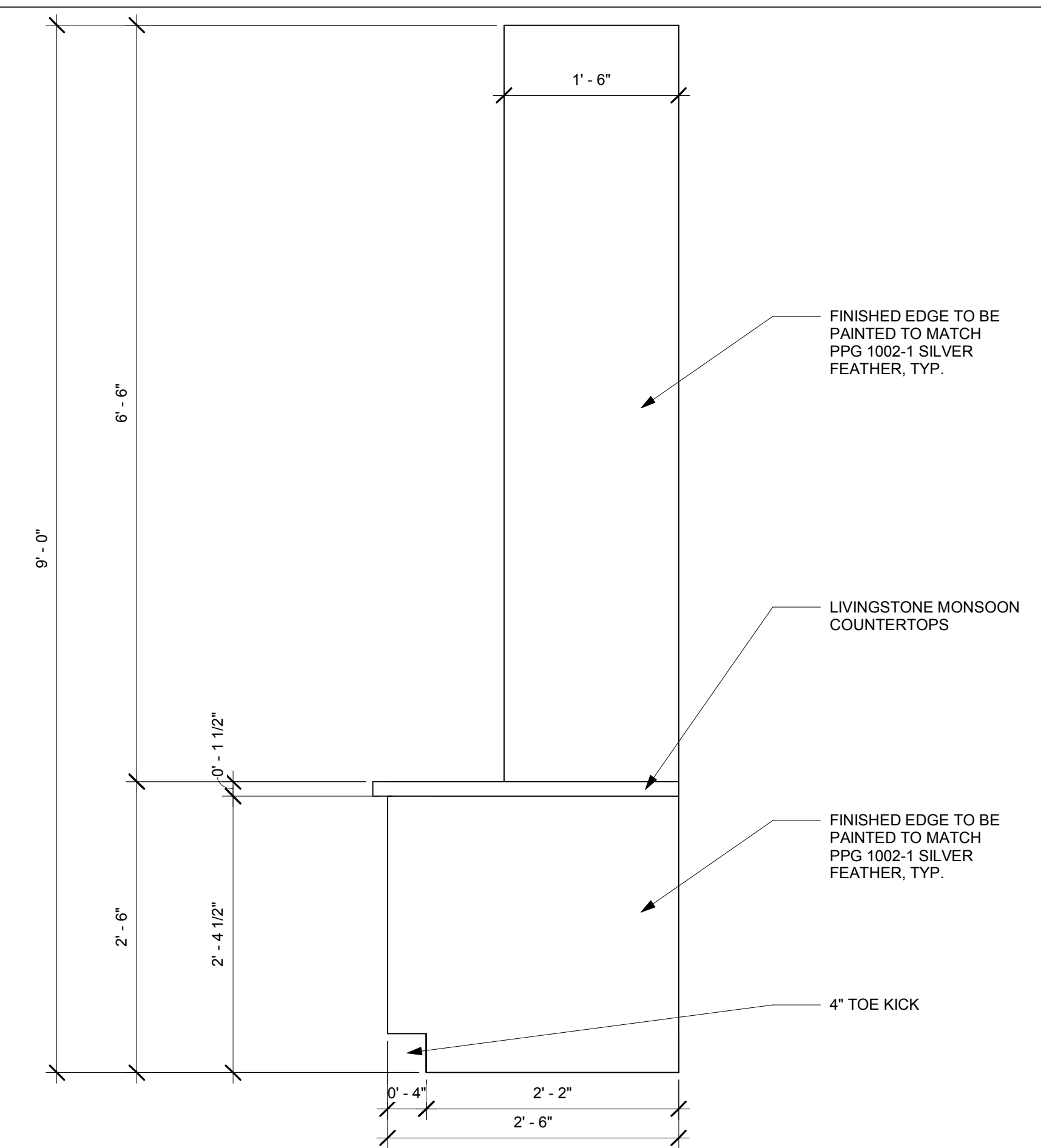
⑤ CHAMBER DESK FRONT ELEVATION  
1/2" = 1'-0"



② BROCHURE RACK FRONT ELEVATION  
1" = 1'-0"



⑥ CHAMBER DESK SIDE ELEVATION  
1/2" = 1'-0"



③ BROCHURE RACK SIDE ELEVATION  
1" = 1'-0"